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MICHAEL K. JEANES, Clerk
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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR MARICOPA COUNTY

STATE OF ARIZONA ex rel. FELECIA
A. ROTELLINI, Superintendent of the
Arizona Department of Financial
Institutions,

Plaintiff,

v.

COMMUNITY BANK OF ARIZONA,
an Arizona chartered nonmember bank.

Defendant.

Cause No.

CV2009-025845

ORDER APPOINTING RECEIVER

The Court having considered the *Verified Complaint and Application for Appointment of Receiver*, the *Attorney's Certificate*, and the *Memorandum of Points and Authorities in Support of the Superintendent's Application for Appointment of a Receiver* and exhibits thereto, filed by the Plaintiff; the Court finds that that the appointment without notice of a Receiver of Community Bank of Arizona, ("CBOA") and the ancillary injunctive relief provided herein is necessary to prevent immediate and irreparable injury, loss and damage to CBOA and to the depositors and other creditors who have done business with CBOA; and it appearing to the Court that CBOA is in an unsafe and unsound condition

1 which requires the appointment of a receiver for the reasons that capital of CBOA is rapidly
2 deteriorating and there is no reasonable likelihood that it will be able to reverse the trend or
3 obtain an infusion of new capital as a result of, among other things, the insolvency of its
4 affiliate bank and its holding company, the poor quality of its assets, the continuing
5 operating losses, and the deficiency in its management.

6 It appears to this Court that if a Receiver is not appointed without notice, the assets
7 owned or controlled by CBOA may be transferred, encumbered, liquidated or otherwise
8 dissipated thereby making the recovery and preservation of such assets difficult or
9 impossible all to the irreparable injury, loss or damage to depositors, customers, borrowers
10 and creditors of CBOA.

11 NOW THEREFORE IT IS HEREBY ORDERED that the Federal Deposit Insurance
12 Corporation ("FDIC") is appointed Receiver of CBOA and all of its assets, real or personal,
13 tangible and intangible, of whatever kind and description and wherever located
14 ("Receivership Assets").

15 IT IS FURTHER ORDERED that pursuant to A.R.S. §6-395.02 and 12 U.S.C.
16 §1822(a), no bond shall be required of the FDIC for acting as Receiver.

17 **IT IS FURTHER ORDERED** that the Receiver is directed and authorized to:

18 1. Assume full control of CBOA by removing, as the Receiver deems necessary or
19 advisable, any director, officer, independent contractor, employee, or agent of any of CBOA,
20 from control of, management of, or participation in, the affairs of CBOA.

1 2. Take exclusive custody, control and possession of all Receivership Assets and
2 all documents and other records belonging to or pertaining to CBOA ("Receivership
3 Records"). The Receiver shall have full power to divert mail and to sue for, collect, receive,
4 take in possession, hold, and manage all assets and document of CBOA and other persons or
5 entities whose interests are now held by or under the direction, possession, custody, or control
6 of CBOA.

7 3. Enter and take all steps necessary to secure any premises, wherever located or
8 situated, in order to take possession, custody or control of, or to identify the location or
9 existence of any Receivership Assets or Receivership Records including without limitation
10 the offices and branches of CBOA wherever located.

11 4. To the extent necessary to maintain the peace and upon request of the Receiver,
12 any peace officer of this State is authorized and directed to assist the Receiver in order to
13 carry out the Receiver's duties and to take possession, custody or control of Receivership
14 Assets and Receivership Records, including but not limited to the Receiver's right and
15 authority to (a) enter into and secure any premises, property or real estate, wherever located
16 or situated, in order to take possession, custody or control of or to identify the location or
17 existence of any Receivership Assets and Receivership Records, (b) take actual or
18 constructive possession, custody and control of any Receivership Assets or Receivership
19 Records, (c) secure or remove the personal property of any third party that is located in or on
20 any premises or real estate constituting a Receivership Asset, (d) remove any person or that
21 person's property from any premises or real estate constituting a Receivership Asset whose

1 claim of a right to have property located at or to be on or possess such premises or real estate
2 is not evidenced by a written lease agreement with the owner of such premises or real estate
3 and (e) remove any person from any premises or real estate constituting a receivership asset
4 that attempts to interfere with the Receiver or the Receiver's attorneys or agents in the
5 performance of their duties.

6 5. Enter into contracts and purchase insurance as advisable or necessary.

7 6. Institute, compromise, adjust, appear in, intervene in, or become party to such
8 actions or proceedings in state, federal or foreign courts that the Receiver deems necessary
9 and advisable to preserve or recover the assets of CBOA, or that the Receiver deems
10 necessary and advisable.

11 7. Defend, compromise, adjust, or otherwise dispose of any or all actions or
12 proceedings instituted in the past or in the future against the Receiver in its role as Receiver,
13 or against CBOA that the Receiver deems necessary and advisable to preserve the assets of
14 CBOA or that the Receiver deems necessary and advisable to carry out the Receiver's
15 obligations under the Federal Deposit Insurance Act (12 U.S.C. §1811 *et seq.*).

16 8. Continue to conduct the business of CBOA in such a manner, to such extent,
17 and for such duration as the Receiver may in good faith deem to be necessary or appropriate
18 to operate the business profitably and lawfully.

19 9. Issue subpoenas to obtain documents and records pertaining to the receivership,
20 and conduct discovery in this action on behalf of the Receivership Estate.
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1 10. Open one or more bank accounts as designated depositories for funds of
2 CBOA.

3 IT IS FURTHER ORDERED that the Receiver shall have all powers, authorities,
4 rights and privileges heretofore possessed by the officers and directors of CBOA under
5 applicable state and federal law and by the Bylaws and Articles of Incorporation of CBOA, in
6 addition to all powers and authority conferred upon the Receiver by this order, and the
7 provisions of A.R.S. §6-131 and the Federal Deposit Insurance Act (12 U.S.C. 1811 *et seq.*).
8 The authority of the directors, officers, employees and agents of CBOA to act on behalf of
9 CBOA is hereby terminated. Such persons shall have no authority with respect to CBOA or
10 its operations or assets, except as may hereafter be expressly granted by the Receiver. The
11 Receiver shall assume and control the operation of CBOA and shall have exclusive authority
12 to pursue any rights or claims of CBOA.

13 IT IS FURTHER ORDERED that:

14 1. Immediately upon receiving notice of this Order, or within such period as may
15 be permitted by the Receiver, the officers, directors and employees of CBOA and any other
16 person or entity receiving notice of this order shall transfer or deliver to the Receiver
17 possession, custody, and control of all Receivership Assets, all Receivership Records, and all
18 other assets now held or controlled by CBOA.

19 2. The officers, directors and employees of CBOA and any other person or entity
20 receiving notice of this order shall fully cooperate with and assist the Receiver, which shall
21 include, but not be limited to, providing information to the Receiver that the Receiver deems

1 necessary to exercising the authority and discharging the responsibilities of the Receiver
2 under this Order; providing any password required to access any computer, electronic file, or
3 telephonic data in any medium; advising all persons who owe money to CBOA that all debts
4 should be paid directly to the Receiver; and provide to the Receiver all keys and codes
5 necessary to gain or to secure access to any Receivership Assets or Receivership Records.

6 3. All banks, broker-dealers, savings and loans, escrow agents, title companies,
7 commodity trading companies, or other financial institutions shall cooperate with all
8 reasonable requests of the Receiver relating to implementation of this Order, including
9 transferring funds at the Receiver's direction and producing records related to the assets of
10 CBOA.

11 4. Pursuant to A.R.S. §§6-395.02, the FDIC as Receiver herein shall have all of
12 the powers, privileges and duties as receiver provided by the laws of Arizona and this order
13 except insofar as such powers, privileges and duties are in conflict with the provisions of the
14 Federal Deposit Insurance Act (12 U.S.C. 1811 *et seq.*), which shall control.

15 IT IS FURTHER ORDERED that the officers, directors and employees are hereby
16 restrained and enjoined from directly or indirectly:

17 1. Transacting any of the business of CBOA, except as authorized by the
18 Receiver;

19 2. Destroying, secreting, defacing, transferring, or otherwise altering or disposing
20 of any documents of CBOA, including, but not limited to, books, records, accounts, writings,
21 drawings, graphs, charts, photographs, audio and video recordings, computer records, and

1 other data compilations, electronically-stored records, or any other papers of any kind or
2 nature;

3 3. Transferring, receiving, altering, selling, encumbering, pledging, assigning,
4 liquidating, or otherwise disposing of any assets owned, controlled, or in the possession or
5 custody of, or in which an interest is held or claimed by, CBOA, or the Receiver;

6 4. Excusing debts owed to CBOA;

7 5. Failing to notify the Receiver of any asset, including accounts, of a receivership
8 defendant held in any name other than the name of the receivership defendant, or by any
9 person or entity other than the receivership defendant, or failing to provide any assistance or
10 information requested by the Receiver in connection with obtaining possession, custody, or
11 control of such assets;

12 6. Doing any act or refraining from any act whatsoever to interfere with the
13 Receiver's taking custody, control, possession, or managing of the assets or documents
14 subject to this receivership; or to harass or interfere with the Receiver in any way; or to
15 interfere in any manner with the exclusive jurisdiction of this Court over the assets or
16 documents of CBOA; or to refuse to cooperate with the Receiver or the Receiver's duly
17 authorized agents in the exercise of their duties or authority under any order of this Court; or

18 7. Filing, or causing to be filed, a petition on behalf of CBOA for relief under the
19 United States Bankruptcy Code, 11 U.S.C. 101 *et seq.*

20 IT IS FURTHER ORDERED that the Defendant and all other persons and entities who
21 have actual notice of this order are hereby stayed from taking any action to establish or

1 enforce any claim, right, or interest for, against, on behalf of, in, or in the name of, CBOA,
2 any of its subsidiaries, affiliates, partnerships, assets, documents, or the Receiver or the
3 Receiver's duly authorized agents acting in their capacities as such, including, but not limited
4 to, the following actions:

5 1. Commencing, prosecuting, continuing, entering, or enforcing any suit or
6 proceeding, except as such actions may be filed to toll any applicable statute of limitations;

7 2. Accelerating the due date of any obligation or claimed obligation; filing or
8 enforcing any lien; taking or attempting to take possession, custody or control of any asset;
9 attempting to foreclose, forfeit, alter, or terminate any interest in any asset, whether such acts
10 are part of a judicial proceeding, are acts of self-help, or otherwise;

11 3. Executing, issuing, serving, or causing the execution, issuance or service of,
12 any legal process, including, but not limited; attachments, garnishments, subpoenas, writs of
13 replevin, writs of execution, or any other form of process whether specified in this Order or
14 not; or

15 4. Doing any thing whatsoever to interfere with the Receiver taking custody,
16 control, possession, or management of the assets or documents subject to this Receivership,
17 or to harass or interfere with the Receiver in any way.

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1 IT IS FURTHER ORDERED that the Plaintiff shall give notice of this Order to each
2 of CBOA's officers, directors and shareholders at or after the time the Receiver takes
3 possession.

4 DATED: 8/13/09

5 TIME: 11:08 am

6 Robert Oberbillig
7 Judge of the Superior Court
8 ROBERT H. OBERBILLIG

9 The foregoing instrument is a full, true
10 and correct copy of the original document.

11 Attest August 13, 2009

12 MICHAEL K. JEANES, Clerk of the
13 Superior Court of the State of Arizona, in
14 and for the County of Maricopa.

15 By A. Margus Deputy
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